

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

HOUSING COURT DEPARTMENT
EASTERN DIVISION
DOCKET 19H84CV000374

INSPECTIONAL SERVICES
DEPARTMENT OF THE
CITY OF BOSTON,

Plaintiff

v.

CATHERINE LEE, AS TRUSTEE
OF THE FUN SEN LEE TRUST,

Defendant

RECEIVER'S MOTION TO ADD

ESTHER ZEE LEE, TRUSTEE

OF THE LEE FAMILY TRUST

NOW COMES the RECEIVER and moves to add Esther Zee Lee, Trustee of the Lee Family Trust of 85 Valentine Street, Newton, Massachusetts 02465. As grounds for this Motion the Receiver gives the following reasons.

- 1) The complaint was filed on June 14, 2019.
- 2) The complaint related to a property at 31-33 Edinboro Street, Boston, MA 02111
- 3) On September 1, 2020 I received a call from Clerk Smith asking if I was available to become the Receiver of this property. I informed her that I was.
- 4) Subsequent to the call from Clerk Smith I began a title search to determine the extent of any liens on the property.

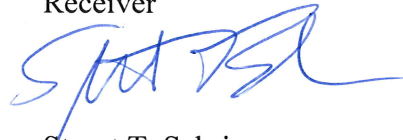
- 5) During that title search I learned that a Deed from Catherine Lee, Trustee of the Fun Sen Lee Trust to Esther Zee Lee, Trustee of the Lee Family Trust was recorded on August 26, 2020.
- 6) According to the docket on masscourts the hearing on the Motion for the Appointment of a Receiver was heard on August 26, 2020 beginning at 10:00 A. M.
- 7) The Deed from Catherine Lee, Trustee of the Fun Sen Lee Trust to Esther Zee Lee, Trustee of the Lee Family Trust was recorded on August 26, 2020 at 2:48 P. M..
- 8) The Deed was recorded after the Defendant had knowledge of the Court's action on the Motion to Appoint a Receiver.
- 9) Attached hereto is a true copy of the deed recorded in Book 63640, Page 75 which was obtained from the Suffolk County Registry of Deeds which is attached as "**Exhibit 1**".
- 10) The Deed recites that both the Grantor Catherine Lee and the Grantee Esther Zee Lee reside at 85 Valentine Street, Newton, Massachusetts 02465.
- 11) Esther Zee Lee should be deemed to have knowledge of the violations at the property as no one "buys" a property without inspecting the property.
- 12) Esther Zee Lee, as Trustee of the Lee Family Trust purchased the property for \$1.00. While there is a Trustee's Certificate stating that the Beneficiaries approved the sale the transfer creates a cloud on the title to the property. See "**Exhibit 2**" attached hereto. Generally, transfers from a trust for less than full consideration are disfavored as they are a breach of trust, unless the beneficiaries of the Fun Sen Lee Trust are the same beneficiaries as the Lee Family Trust.
- 13) The title is now further clouded as the FUN SEN LEE TRUST which is recorded with Suffolk Deeds in Book 14558, Page 004 expired by its terms on February 14, 2008. See

paragraph 4 of the Trust which is attached hereto as "**Exhibit 3**"

- 14) The Receiver was formally appointed on September 11, 2020. The Receiver received the appointment on September 14, 2020.

Wherefore the Receiver moves that Esther Zee Lee, Trustee of the Lee Family Trust be added as an additional Defendant in this action.

Receiver



Stuart T. Schrier
BBO 447190
Schrier & Associates, P. C.
1005 Dorchester Avenue
Boston, MA 02125
(617) 436-1200
(617) 436-5649
Schrieresq@aol.com

Dated: September 15, 2020

CERTIFICATE OF SERVICE

I, Stuart T. Schrier, Receiver, do hereby certify that on September 15, 2020 I served the foregoing report on

Neil Janulewicz, Esquire
Edward Coburn, Esquire
Boston Inspectional Services Department
1010 Massachusetts Avenue
Boston, MA 02118

by email only

Mary K. Y. Lee, Esq.
Mary K. Y. Lee, P. C.
52 Temple Place, Fourth Floor
Boston, MA 02111
marykylee@marylee-law.com

by email only

Esther Zee Lee
85 Valentine Street
Newton, MA 02465

by first class mail, postage prepaid on September 15, 2020.


Stuart T. Schrier

EXHIBIT 1

Suffolk County Registry of Deeds

Electronically Recorded Document

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Recording Information

| | |
|--|-------------------|
| Document Number | : 71627 |
| Document Type | : DED |
| Recorded Date | : August 26, 2020 |
| Recorded Time | : 02:48:49 PM |
| Recorded Book and Page | : 63640 / 75 |
| Number of Pages(including cover sheet) | : 3 |
| Receipt Number | : 841322 |
| Recording Fee (including excise) | : \$155.00 |

MASSACHUSETTS EXCISE TAX
Suffolk County District ROD # 001
Date: 08/26/2020 02:48 PM
Ctrl# Doc# 00071627
Fee: \$.00 Cons: \$1.00

Suffolk County Registry of Deeds
Stephen J. Murphy, Register
24 New Chardon Street
Boston, MA 02114
617-788-8575
Suffolkdeeds.com

QUITCLAIM DEED

I, **CATHERINE LEE, Successor Trustee of the FUN SEN LEE TRUST**, under Declaration of Trust dated February 24, 1988, of 85 Valentine Street, Newton, Massachusetts 02465, in consideration of One Dollar and Zero Cents (\$1.00) paid, grant to **ESTHER ZEE LEE, Trustee of the LEE FAMILY TRUST**, with an address of 85 Valentine Street, Newton, Massachusetts 02465, with QUITCLAIM COVENANTS the following property located at 29-33 Edinboro Street, Boston, Massachusetts:

The land with the buildings thereon situated in Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as Lot A in plan of land dated May 7, 1987 - Paul Olsen, Surveyor, as follows:

EASTERLY by Edinboro Street, about sixty-five and 07/100 (65.07) feet;

NORTHERLY by Lot B as described in the plan of land dated May 7, 1987 - Paul Olsen, Surveyor, by a line running through the center of the brick partition wall about sixty-one and 50/100 (61.50) feet;

WESTERLY by Ping On Street, about sixty-five and 67/100 (65.67) feet; and

SOUTHERLY by land presently owned by Wong Kong Har Association, by a line running through a brick partition wall, sixty-one and 21/100 (61.21) feet.

Containing 4041 square feet of land, more or less.

This conveyance is made subject to restrictions of record insofar as the same are now in force and applicable.

Meaning and hereby intending to describe and convey the same premises as conveyed by deed dated July 25, 1987 and recorded March 31, 1988 with the Suffolk Registry of Deeds in Book 14558 at Page 11.

Locus : 29-33 Edinboro Street, Boston, MA 02111
Grantee's Address: 85 Valentine Street, Newton, MA 02465

WITNESS my hand and seal this 26th day of August, 2020.

FUN SEN LEE TRUST


CATHERINE LEE, Trustee

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF ESSEX)

On this 26th day of August, 2020, before me, the undersigned notary public, personally appeared **CATHERINE LEE, Trustee of the FUN SEN LEE TRUST**, proved to me through satisfactory evidence of identification which was MAO, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

_____(official signature and seal of notary)
My commission expires: _____



EXHIBIT 2

Suffolk County Registry of Deeds

Electronically Recorded Document

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Recording Information

| | |
|--|-------------------|
| Document Number | : 71626 |
| Document Type | : TC184 |
| Recorded Date | : August 26, 2020 |
| Recorded Time | : 02:48:49 PM |
| Recorded Book and Page | : 63640 / 72 |
| Number of Pages(including cover sheet) | : 3 |
| Receipt Number | : 841322 |
| Recording Fee | : \$105.00 |

Suffolk County Registry of Deeds
Stephen J. Murphy, Register
24 New Chardon Street
Boston, MA 02114
617-788-8575
Suffolkdeeds.com

FUN SEN LEE TRUST

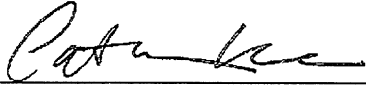
TRUSTEE'S CERTIFICATE MGL Ch. 184, Sec. 35

The undersigned, **CATHERINE LEE, Trustee of the FUN SEN LEE TRUST** Under a Declaration of Trust dated February 24, 1988, and as recorded in the Suffolk Registry of Deeds in Book 14558 at Page 4, hereby certifies as follows:

- a. That I am the Successor Trustee of said Trust, as noted in a document recorded in Book 35628 at Page 239;
- b. That the Trust has not been altered, amended, revoked, or terminated;
- c. That the Trust is the owner of an interest in certain land at 29-33 Edinboro Street, Boston, Suffolk County, Massachusetts – see Book 14558 at Page 11 (the "Premises");
- d. That pursuant to said Trust, when specifically authorized and directed by the Beneficiaries of the Trust, the Trustee has full right, power and authority to sell, convey, assign or mortgage or otherwise dispose of all or any part of the Trust property, and to modify, extend or amend any instruments or obligations thereto;
- e. That the Trustee has been duly authorized and directed by the Beneficiaries to convey the Premises to **ESTHER ZEE LEE, Trustee of the LEE FAMILY TRUST u/a dated August 26, 2020** for One Dollar (\$1.00) (the "Transaction");
- f. That all beneficiaries of said Trust are above the age of majority and are not legally incapacitated or incompetent;
- g. There are no facts that constitute conditions precedent to acts by the Trustees or which are in any manner germane to real estate affairs of the trust; and
- h. This document is executed under the pains and penalties of perjury.

WITNESS my hand and seal this 26th day of August, 2020.

FUN SEN LEE TRUST



CATHERINE LEE, Trustee

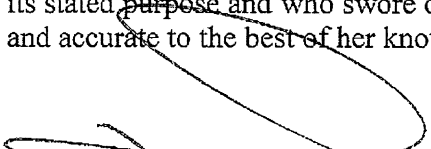
COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF ESSEX)

)

On this 26th day of August, 2020, before me, the undersigned notary public, personally appeared **CATHERINE LEE, Trustee of the FUN SEN LEE TRUST**, proved to me through satisfactory evidence of identification which was MAR, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

 (official signature and seal of notary)
My commission expires:

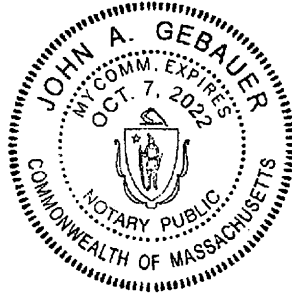


EXHIBIT 3

DECLARATION OF TRUST

14558 004

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The undersigned, Huey Lee and Wendy Lee of 33 Edinboro Street, Boston, Massachusetts, hereinafter with their successors in trust called the "Trustees", hereby declare that any and all property and interest in property that may be acquired hereunder ("the Trust Estate"), shall be held in trust, for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustees", wherever used herein, shall mean the Trustee or Trustees named herein and such person or persons subject to the provisions hereof.

1. The trust hereby established may be referred to as the FUN SEN LEE TRUST. The term "beneficiaries", wherever used herein, shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustees, or in the revised Schedule of Beneficial Interest, if any, from time to time executed and filed with the Trustees. The Trustees shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustees of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustees. Any Trustee may, without impropriety, become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as through he were not a Trustee.

2. The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the beneficiaries, and shall pay the income to the beneficiaries in proportion to their respective interests at least annually. The Trustees may open, maintain and, at will, close out any checking and savings accounts and safe deposit boxes in any bank, banks, trust companies, federal

Huey Lee
85 Valentine Street
West Newton, MA 02465

14558 005
savings and loan associations, and other banking, lending or other financial institutions; and the Trustees may deposit funds and other assets of the Trust in such institutions and such safe deposit boxes, and may disburse such funds on checks signed by the Trustees so to do, and may withdraw such funds and other assets on instruments of withdrawal signed by the Trustees or by any person or persons authorized in writing by the Trustees so to do. Each such institution shall honor all checks and other instruments signed by such person or persons authorized by the Trustees so to sign, and permit such person or persons to have access to such safe deposit boxes; and such institutions may rely fully on the Trustees' signed authorization so to do, as filed by the Trustees with said institution.

3. Except as expressly provided in paragraphs 2 and 4 hereof, the Trustees shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustees shall have full power and authority, which they shall exercise, to acquire and/or purchase real estate, to sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate (including without limitation the full power and authority to delegate to any person or persons, acting singly or together with others and whether or not serving as a Trustee hereunder) full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed in the name of the Trust) and as lessor or as lessee

14558 006

to execute and deliver leases and subleases, and to borrow money and to execute and deliver notes or other evidence of such borrowing, and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the Trust Estate. Any and all instruments executed pursuant to powers herein contained may create obligations extending beyond the date of any possible termination of the Trust. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of Paragraph 6 hereof.

4. The Trust may be terminated at any time by one or more of the beneficiaries by notice in writing to the Trustees and the other beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed and acknowledged by a Trustee hereunder shall be recorded with the Registry of Deeds; and the Trust shall terminate in any event twenty (20) years from the date hereof. In case of any such termination, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the beneficiaries in proportion to their respective interest hereunder.

5. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee. Surviving or additional Trustees may be appointed, or any Trustee removed, by an instrument or instruments in writing signed by all of the beneficiaries listed in

the Schedule of Beneficial Interest. In each case where the Trust is recorded in a Registry of Deeds, the Trustee or Trustees shall file a certificate setting forth the terms of any amendment, revocation, resignation, appointment, acceptance of trust, or any other instrument. Upon the appointment of any succeeding Trustee, the title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish a bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the beneficiaries, provided that a certificate by any Trustee setting forth the terms of such amendment shall be recorded with the Registry of Deeds, but only in the event the Trust is recorded with said Registry.

6. No trustee hereunder shall be liable for any error or judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser, transferee, pledge, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage or other instrument or document executed or action taken by a majority of the persons appearing of record to be trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the

14558 008

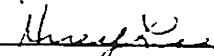
Trust was in full force and effect, that the Trustees' execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to who are the Trustees or beneficiaries hereunder or as the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute precedent to acts by the Trustees or which are in any other manner germane to the affairs of the trust.

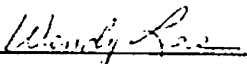
7. The term "Registry of Deeds" as used herein shall mean the Suffolk County Registry of Deeds, Commonwealth of Massachusetts; provided that this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry of Deeds" as used herein shall mean such other public office.

14558 009

8. Subject to the provisions of Paragraph 5 of this text, Huey Lee and Wendy Lee are hereby nominated and appointed to serve as Trustees of this trust.

WITNESS the execution hereof under seal at
Massachusetts by the undersigned this 29th day of FEBRUARY, 1988.


Huey Lee, Trustee



Wendy Lee, Trustee

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

FEBRUARY 29, 1988.

Then personally appeared the above-named Huey Lee and Wendy Lee and acknowledged the foregoing instrument to be their free act and deed, before me.


Notary Public
My commission expires: January 13, 1989